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May 15, 2018

**VIA ECF**

The Honorable Valerie E. Caproni  
United States District Judge  
Southern District of New York  
40 Foley Square, Room 240  
New York, NY 10007

Re: *Bhutan International Festival, Limited, Bhutan Dragon Events  
and Festivals, Limited v. Eden Project, Eden Project Limited,  
EdenLab and EdenLab Ltd.*, Case No. 1:17-cv-08980-VEC

Dear Judge Caproni:

We represent defendants Eden Project and Eden Project Limited in this action. Following communications with Plaintiffs' counsel, we write to clarify a matter in respect of the Eden Project Defendants' Motion to Dismiss (Dkt. Nos. 26-28).<sup>1</sup>

On April 27, 2018, Plaintiffs filed their opposition to the Motion to Dismiss, consisting of a Memorandum of Law (Dkt. No. 30) and the Fitzgerald Dec. dated April 27, 2018 (Dkt. No. 29). Each makes reference to Exhibit 7 to the Fitzgerald Dec., a document indicating that a wire was sent by Plaintiffs to pay for services rendered in planning the Bhutan Festival. The Eden Project Defendants understood this document to be presented for the purpose of arguing that Plaintiffs in fact made a payment to the Eden Project Defendants and thus had privity with the Eden Project Defendants. In their Reply, the Eden Project Defendants responded that no such payment was made to the Eden Project Defendants and questioned the authenticity of the document. *See* Reply at 3-4 (Dkt. No. 31); Declaration of Tina Bingham in Further Support of the Motion to Dismiss at ¶3 (Dkt. No. 32).

Since the filing of the Reply, Plaintiffs' counsel contacted the Eden Project Defendants, conceding that no payment was ever made to the Eden Project Defendants. Plaintiffs have clarified that their intent in submitting Exhibit 7 was to show that Mr. Fitzgerald

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<sup>1</sup> All terms not defined herein will have the definitions ascribed to them in the Defendants' Motion to Dismiss the First Amended Complaint and Reply in Further Support of the Motion to Dismiss the First Amended Complaint.

The Honorable Valerie E. Caproni

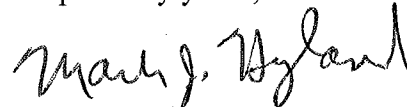
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was under the impression that he was dealing with the Eden Project Defendants when, in fact, he was only dealing with the EdenLab Defendants.

Because the parties agree that Plaintiffs did not send funds to the Eden Project Defendants, we submit that the issue of the authenticity of Exhibit 7 is moot and no longer challenged, as is the Declaration of Tina Bingham dated May 4, 2018.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Mark J. Hyland". The signature is written in a cursive, flowing style.

cc: Edward G. Bailey, Esq. (via email and ECF)